

**STANDARD TERMS AND CONDITIONS OF SALE**  
**Effective January 1, 2024**

These terms and conditions of sale, including applicable addenda ("Agreement") are applicable to any purchase or sale order or other request ("Order") placed by you, on behalf of yourself or your company ("Buyer"), and accepted by the provider or supplier of the products and/or services ("Supplier") unless Buyer and Supplier have executed a definitive, written agreement for the purchase and sale of products and services.

**1. SCOPE OF AGREEMENT.** (a) Supplier, to the extent an Order is accepted, will provide the products and services specified in the Order ("Work"), pursuant to the terms and conditions of this Agreement. (b) Supplier reserves the right to accept or reject all or any part of any Order in its sole discretion. (c) No contrary or supplementary terms or conditions contained in Buyer's purchase orders, acknowledgements, or other documents shall apply to the Work, unless expressly accepted by Supplier. (d) If the Work includes warehousing, storage, or inventory services, the terms and conditions set forth in Addendum 1, attached hereto and incorporated herein by reference, shall apply. If the Work includes SOS Products and Services, as determined by Supplier, the terms and conditions set forth in Addendum 2, attached hereto and incorporated herein by reference, shall apply. (e) The terms and conditions of this Agreement are hereby incorporated into each Order and each Order constitutes a separate and distinct agreement between the parties.

**2. PRICING AND PAYMENT.** (a) Buyer agrees to pay Supplier for the Work in accordance with prices and rates that are mutually agreeable to the parties or Supplier's then-current standard pricing and rates. The parties agree that pricing and rates do not include shipping, delivery, or freight costs, charges, or expenses (collectively, "Freight Charges"). If Supplier incurs any Freight Charges, Buyer will be invoiced for and pay the carrier's standard published rates and any additional charges incurred by Supplier (including, without limitation, shipping, freight, and fuel surcharges) for such shipment and delivery. Unless otherwise approved in writing by Supplier, products will be delivered FOB Shipping Point and will be shipped to Buyer via carriers selected by Supplier. (b) Payment terms are net thirty (30) calendar days from the date of the invoice. Buyer may dispute any invoice within four (4) months from the date of the invoice and Buyer waives any and all right to dispute the invoiced charges after such period. (c) If Buyer does not pay an invoiced amount within terms, Buyer agrees to also pay finance charges of one and one-half percent (1.5%) per month on the late balance and Supplier reserves the right to (i) postpone Supplier's performance under this Agreement until full payment is made; (ii) revoke any credit extended to Buyer; and/or (iii) terminate the Order. In the event that Buyer's account is more than ninety (90) days in arrears, Buyer shall reimburse Supplier for the reasonable costs, including attorneys' fees, of collecting such amounts from Buyer. In the event of any dispute regarding an invoice, no finance charges will apply if Buyer provides written notice of the dispute prior to the due date for such payment. (d) Supplier reserves the right to modify pricing and rates for the Work at any time prior to the date of delivery of the Work by providing notice to Buyer. (e) Upon reasonable request by the Supplier, Buyer shall provide copies of its most recent audited financial statements or other reasonable evidence of its financial capacity and such other information as Supplier reasonable requests to determine credit status or credits limits. Buyer shall provide notice within five (5) business days of the occurrence of any event which materially affects Buyer's ability to perform its obligations under this Agreement including but not limited to events of Force Majeure and any default of any debt obligations of Buyer or of any supplier or sub-contractor of Buyer.

**3. CONFIDENTIAL INFORMATION.** All information disclosed by either party to the other party (collectively, "Confidential Information") shall be and remain the property of the disclosing party. Confidential Information may be used to the extent necessary to perform under this Agreement and the parties shall not disclose Confidential Information to any third party, except as necessary to provide the Work hereunder. Confidential Information shall not include information which: (i) was in the possession of the receiving party at the time it was first disclosed by the disclosing party; (ii) was in the public domain at the time it was disclosed to the receiving party; (iii) enters the public domain through sources independent of the receiving party and through no breach of this provision by the receiving party; (iv) is made available by the disclosing party to a third party on an unrestricted, non-confidential basis; (v) was lawfully obtained by the receiving party from a third party not known by the receiving party to be under an obligation of confidentiality to the disclosing party; or (vi) was at any time developed by the receiving party independently of any disclosure by the disclosing party.

**4. INDEMNIFICATION.** Each party agrees to be responsible and assume liability for its negligent acts and omissions and the intentional misconduct. Accordingly, each party shall indemnify, defend and hold harmless the other party, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, liabilities, and expenses (including attorney fees) arising from any third-party claim based on the indemnifying party's breach of any representation, warranty, covenant, agreement, or obligation under any Order or this Agreement, provided that in no event shall Supplier be responsible for any claims arising out of its compliance with instructions, requirements, or specifications approved, provided, or required by or required by Buyer (including the use of information, artwork, logos, and/or trademarks provided by Buyer). Neither party will be responsible for indemnifying another party where the basis of the indemnity claim arises out of such other party's negligence or willful misconduct. In order to avail itself of this indemnity provision, the indemnified party shall promptly provide notice of any such claim, tender the defense of the claim, and cooperate in the defense of the claim with the indemnifying party. The indemnifying party shall not be liable for any cost, expense, or compromise incurred or made by the indemnified party without the indemnifying party's prior written consent.

**5. LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary in any Order or this Agreement, (a) neither party shall be liable for any consequential, incidental, indirect, special, exemplary, or punitive damages whatsoever, including without limitation, any loss of future revenue, income or profits, or any diminution of value or multiples of earnings damages, whether or not the possibility of such damages was disclosed in advance or could have been reasonably foreseen by the other party; and (b) the aggregate and cumulative liability of each party arising out of or relating to any transaction between the parties shall not exceed one twelfth of the total amount actually paid by Buyer to Supplier under the specific order, invoice, or other billing document for goods or services related to such damage during the twelve (12) month period immediately preceding the date the damage first occurred. In addition, Supplier shall not be required to test or otherwise be liable for any violation of any consumer product safety law, rule, or regulation with respect to any promotional product (except Children's Products as defined under the Consumer Product Safety Act of 2008) containing any retail brand listed on Addendum 3, attached hereto and incorporated herein by reference. If the products do not conform to written specifications, Supplier shall promptly repair or replace the product. If the products cannot be repaired or replaced within thirty (30) days after Supplier receives Buyer's written notice of nonconformance, Buyer's sole and exclusive remedy for nonconformance shall be the right to reject the nonconforming products and, if Buyer has pre-paid for such products, Supplier shall reimburse Buyer the amount Buyer paid for the nonconforming products. The foregoing limitations, exclusions, disclaimers, and remedies shall apply to the maximum extent permitted by law, even if any remedy fails its essential purpose.

**6. INTELLECTUAL PROPERTY.** This Agreement will not transfer, modify, or change any party's rights to Intellectual Property. Accordingly, Buyer hereby retains sole and exclusive ownership of and rights to all Intellectual Property presently owned and/or later developed by Buyer. Supplier hereby retains sole and exclusive ownership of and rights to all Intellectual Property presently owned and/or later developed by Supplier. Any and all inventions, discoveries, patent applications, patents, copyrights, trademarks and trade names, commercial symbols, trade secrets, work product and information and processes, embodying proprietary data, know-how, and other intellectual property (collectively, "Intellectual Property") existing and owned by Buyer as of the date of the Order or made or conceived by employees of Buyer pursuant to the Order shall be and remain the sole and exclusive property of Buyer provided that Buyer grants to Supplier a license to use, display and distribute (and to sub-license its affiliates and sub-contractors to use, display and distribute) any intellectual property rights delivered to Supplier as reasonably necessary to perform any Order. Any and all Intellectual Property existing and owned by Supplier as of the date of the Order or made or conceived by employees, consultants, representatives or agents of Supplier during the term of this Agreement shall be and remain the sole and exclusive property of Supplier. Without limiting the generality of the foregoing, the parties agree that Supplier will own systems (including all web source code) related to the Services provided hereunder, including all modifications, upgrades and enhancements thereto made during the term of the Order. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that Supplier is in the business of developing customized print and e-commerce solutions, and the provision of print and fulfillment order services, and that Supplier shall have the right to provide the same or similar services to third parties and to use or otherwise exploit any Supplier materials in providing such services. In no event shall Buyer acquire any right, title or interest in and to any product or process information, including related Intellectual Property, of Supplier either existing or developed during the course of the business relationship with Supplier, and in no event shall Supplier acquire and right, title, or interest in and to any materials or information provided to Supplier by Buyer.

**7. BUYER MATERIALS AND DATA.** (a) Buyer represents and warrants that every item it furnishes for Supplier's performance of the Work (i) does not infringe any Intellectual Property rights of any third party; (ii) is not libelous or obscene; (iii) does not invade any persons right to privacy; and (iv) does not otherwise violate any laws or infringe the rights of any third party. (b) Buyer warrants that it has the right to use and to have Supplier use on behalf of Buyer any data provided to Supplier or its Affiliates by Buyer including specifically customer names, identifying information, addresses and other contact information and related personal information ("Data"). Buyer further warrants that it shall designate on the applicable Order if Data provided pursuant to that Order is subject to HIPAA, Gramm-Leach-Bliley or other statutes providing enhanced data protection or requiring enhanced data security procedures.

**8. BREACH.** In addition to all other rights to which a party is entitled under this Agreement, if either party materially breaches any term of the Order or this Agreement, the non-breaching party shall have the right to terminate the Order upon written notice to the other party, consistent with the right to cure opportunity provided below. Failure to properly demand compliance or performance of any term of the Order or this Agreement shall not constitute a waiver of rights hereunder and prior to any claim for damages being made for non-conformance or breach. Buyer agrees to provide Supplier with reasonable notice of any alleged non-conformance in the Work or performance under the Order or this Agreement and Supplier shall have a reasonable opportunity to cure any such alleged non-conformance or breach.

**9. WARRANTY.** Supplier warrants that the Work shall reasonably conform to mutually agreeable written specifications in all material respects. Supplier may provide Buyer with a proof of products for Buyer approval. Seller may rely on Buyer's approval of any proof, which shall be conclusive acceptance of the product design and content. Upon such approval, Buyer will be responsible for the payment of all fees associated with the applicable Order, as specified in such Order. If Buyer supplies stock materials or other items incorporated into the Work, Supplier shall not be responsible for any issues related to the quality, process, or appearance of the products. The

representations and warranties set forth in this Agreement are in lieu of all other warranties, express or implied, including the warranties of (i) merchantability, (ii) fitness for a particular, intended or special purpose or use, and (iii) non-infringement, all of which are expressly disclaimed. No express or implied warranties shall be created or arise from course of dealing, course of performance, or usage of trade.

**10. NOTICE.** Any notice sent pursuant to any Order or this Agreement shall be sent by certified mail, return receipt requested, or by overnight mail to the appropriate address on such Order or to such address as either party may designate. A copy of any notice to Supplier shall be also sent to Chief Legal Officer, 1725 Roe Crest Drive, North Mankato, Minnesota 56003 together with a copy the Order. Notices shall be effective upon receipt.

**11. ASSIGNMENT.** Orders and this Agreement, and the rights, interests, and obligations related thereto, may not be assigned to a non-affiliate, third party by either party (whether by operation of law or otherwise) without the prior written consent of the other party. Except as otherwise provided, each Order and this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

**12. STATUS.** Buyer and Supplier are separate entities. Nothing in any Order or this Agreement shall be construed as creating a partnership or any employer-employee or joint venture relationship.

**13. COMPLIANCE WITH LAW.** Each party shall comply with all state, federal and local laws and regulations applicable to its operations and performance under this Agreement. Supplier does not need, nor does Supplier request, any (i) protected health information ("PHI") governed by the Health Insurance Portability and Accountability Act and its implementing regulations ("HIPAA"); (ii) non-public consumer personally identifiable information or financial information governed by the Gramm-Leach-Bliley Act ("GLBA"); (iii) any data or data transfers subject to the General Data Protection Regulation ("GDPR"); or (iv) payment card information covered by the Payment Card Industry Data Security Standards ("PCI DSS") in order to provide the Work. Buyer shall not disclose, nor allow to be disclosed, any PHI or any data or information protected by HIPAA, GLBA, GDPR, or PCI DSS, or any other sensitive information to Supplier, unless conspicuously identified as such in each instance. Buyer acknowledges that Supplier is not and does not take steps to ensure Supplier's products are HIPAA, GLBA, GDPR, or PCI DSS compliant, unless expressly specified in a SOW. All obligations of and liability for HIPAA, GLBA, GDPR, and PCI DSS remain solely with Buyer. The Work, including without limitation deliverables, is not intended for use by or with minors (as defined by applicable law) and Buyer is prohibited from authorizing minors (as defined by applicable law) to use or access the Work, except as otherwise provided in a SOW signed by an authorized representative of Supplier.

**14. GOVERNING LAW.** The Order and this Agreement shall be governed by the laws of the State of Minnesota, without reference to conflicts of law principles. Any legal suit, action or proceeding arising out of or relating to an Order or this Agreement shall be commenced in a federal court in Minnesota or in state court in the County of Nicollet, Minnesota, and the appellate courts thereof, and each party irrevocably submits to the exclusive jurisdiction and venue of any such court. The parties expressly waive any right to a jury trial and agree that any such litigation shall be tried by a judge without a jury and the prevailing party shall be entitled to recover its expenses, including reasonable attorney's fees, from the other party.

**15. FORCE MAJEURE.** Neither party shall be liable for any failure to perform or delay in performance of this Agreement to the extent that any such failure arises from any circumstance not within the reasonable control of the party affected, including without limitation, acts of God or Nature, war, civil insurrection or disruption, riots, epidemics, pandemics, government act or regulation, strikes, lockouts, material shortages, significant fluctuations in raw material markets, unusual price instabilities, labor shortages or disruptions, cyber or hostile network attacks, inability to obtain raw or finished materials, or inability to secure transport (such event, a "Force Majeure").

**16. SURVIVAL.** In the event any provision of an Order or this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of such Order and this Agreement will remain in full force and effect. All sections herein relating to payment, ownership, confidentiality, indemnification and duties of defense, representations and warranties, waiver, waiver of jury trial and provisions which by their terms extend beyond the Term shall survive the termination of the Order and this Agreement.

**17. ENTIRE AGREEMENT.** The Order, this Agreement and any quotation issued by Supplier, sets forth the entire agreement and understanding among the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understandings between the parties. No proposal, order confirmation, acceptance, or any other terms or provisions provided by either party to the other, nor any electronic click-wrap, terms of use or similar online consent or acceptance language accompanying or set forth as a prerequisite to any electronic interface or utility associated with any Work shall be deemed to amend the terms hereof and any such contradictory or additional terms shall be disregarded and ineffective. No party shall be bound by any condition, definition, warranty, or representations, other than as expressly set forth or provided for in the Order or this Agreement. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in an Order, the terms and conditions of this Agreement shall control. The Order or this Agreement may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the parties to be bound thereby.

**ADDENDUM 1**  
**INVENTORY ADDENDUM**

**1. Inventory Services:** (a) The parties hereby acknowledge and agree that this Addendum establishes the terms and conditions that shall govern any receipt, storage, warehouse, inventory, kitting, management, and delivery by Supplier (collectively, "Inventory Services") of all goods, materials, and products produced for and/or purchased or owned by Buyer and held by Supplier (collectively, "Stored Inventory"), as may be more specifically described in a Statement of Work signed by both parties ("SOW"). (b) At Buyer's request and with Supplier's assent, Supplier may provide certain Inventory Services for the Stored Inventory at one or more of Supplier's designated warehouses selected by Supplier ("Supplier Facility") for an initial storage period not to exceed one hundred eighty (180) days ("Initial Storage Period"). At Buyer's request and with Supplier's assent, the Initial Storage Period may be extended for a period not to exceed ninety (90) days ("Extended Storage Period"). For clarity, the aggregate of the Initial Storage Period and the Extended Storage Period (collectively, "Storage Period") shall not exceed two hundred seventy (270) days. (c) Supplier shall release the applicable Stored Inventory, in whole or partial carton shipments, for delivery to Buyer in accordance with the provisions of this Addendum and the applicable SOW. Unless otherwise specified in a SOW, at the end of the Storage Period, (1) Supplier shall provide Buyer with an invoice for all unpaid Inventory Services and production services and (2) Buyer shall pay to Supplier all fees and other amounts due, including without limitation, production fees and Storage Fees (defined below), including fees set forth in Section 2(c) below, before Supplier releases any remaining Stored Inventory to Buyer.

**2. Storage Fees:** (a) Buyer shall pay Supplier all costs, charges, fees, and expenses for the Inventory Services, production services, or otherwise relating to the Stored Inventory as may be more specifically described in a SOW or, if not specified therein, at Supplier's then-current rates (collectively, "Storage Fees"). (b) All Storage Fees shall be invoiced by Supplier periodically, as Supplier deems appropriate. Buyer agrees to pay all amounts due within thirty (30) days after the date of Supplier's invoice. Buyer agrees to pay interest on any past due payment obligations of one and one half percent (1.5%) per month or the highest rate permitted by law, whichever is greater, until paid in full. (c) If, due to Buyer's failure to pay or other breach of this Addendum, Supplier is required to provide Inventory Services for any Stored Inventory beyond the applicable Storage Period (collectively, "Holdover Inventory") and Buyer fails to respond to Supplier's efforts to select an option set forth in Section 4, Buyer agrees to pay Supplier triple Supplier's then-current rates for such Holdover Inventory. This Section shall survive the expiration or earlier termination of this Addendum.

**3. Termination:** Either party may terminate the Inventory Services at any time, without cause or reason and without fine or penalty, by providing written notice to the other party, subject to the payment of all Storage Fees and other amounts due under this Addendum. In addition, Supplier may terminate this Addendum immediately upon written notice if Buyer defaults in payment, petitions for bankruptcy, is declared bankrupt, a receiver is appointed, or an assignment for the benefit of creditors is made. Notwithstanding the foregoing, in the event that the parties have entered into a separate written agreement relating to the Stored Inventory, this Addendum shall terminate upon the termination or expiration of such agreement unless otherwise agreed upon by the parties in writing. All rights and obligations arising prior to the date of expiration or earlier termination of this Addendum or any applicable SOW shall not be affected by any such expiration or termination, including without limitation, the obligations of Buyer to pay all Storage Fees and related costs and expenses incurred by Supplier pursuant to this Addendum, including without limitation, any shipping and freight costs related to delivering Stored Inventory to Buyer after the Storage Period (collectively, "Termination Costs"). Subject to the foregoing, upon the expiration or termination of this Addendum or any SOW, (i) neither party (or any of its affiliates) shall have any liability or obligation to the other party (or any of its affiliates) under the terminated document, except for payment of all applicable Termination Costs; and (ii) such terminated document shall become void and have no further force or effect, the transactions contemplated in such document being thereby abandoned without further action by the parties.

**4. Payment Terms:** Subject to applicable credit terms and limits, payment terms are net thirty (30) calendar days from the date of the invoice or as otherwise specified in a SOW. All payments shall be made by Buyer in U.S. dollars via check or automated clearing house ("ACH") transaction. Buyer agrees to obtain sufficient insurance coverage to protect both parties against any loss of or damage to the Stored Inventory that might occur during the Storage Period, including without limitation, while such Stored Inventory is located at a Supplier Facility or otherwise under Supplier's control. Notwithstanding anything in a SOW or this Addendum to the contrary, Buyer acknowledges and agrees that Buyer has made a fixed commitment to purchase all Stored Inventory and that Buyer is responsible for any decrease in market value of such Stored Inventory that relates to factors and circumstances outside of Supplier's reasonable control. Moreover, Buyer has specifically requested that Supplier bill Buyer for the Stored Inventory and segregate and warehouse that Stored Inventory on Buyer's behalf, in further accordance with the following:

(a) **Bill as Produced or Received.** If the parties agree that Buyer will pay for Stored Inventory at the time such inventory is **received into** a Supplier Facility ("Bill and Hold Inventory"), Supplier will invoice Buyer for all costs, expenses, and other amounts due (i) promptly after Supplier produces, acquires, or receives such Bill and Hold Inventory or otherwise provides initial Inventory Services therefor and (ii) periodically thereafter for storage, kitting, and other Inventory Services provided thereafter. Title to and risk of loss for all Bill and Hold Inventory shall transfer from Supplier to Buyer at the time such inventory is received into a Supplier Facility.

(b) **Bill as Shipped or Delivered.** If the parties agree that Buyer will pay for Stored Inventory at the time it is **released from** a Supplier Facility ("**Bill as Shipped Inventory**"), Supplier will invoice Buyer for all costs, expenses, and other amounts due for production, acquisition, and all Inventory Services promptly after such inventory is shipped to Buyer or Buyer's designated location. Title to and risk of loss for all Bill as Shipped Inventory shall transfer from Supplier to Buyer at the time such inventory is shipped, provided that Buyer retains all risk of and liability for inventory that becomes obsolete or is otherwise unused (not delivered) during the Storage Period.

(c) **Conversion to Bill and Hold Inventory.** The term for Bill as Shipped Inventory may not exceed ninety (90) days ("**BAS Period**"). Accordingly, all Bill as Shipped Inventory shall be converted to Bill and Hold Inventory at the end of the BAS Period upon notice to Buyer by Supplier. Notwithstanding the foregoing, Supplier reserves the right to convert Bill as Shipped Inventory to Bill and Hold Inventory at anytime upon thirty (30) days prior written notice to Buyer. If Buyer objects to any such conversion, Buyer may request to have all Bill as Shipped Inventory delivered to Buyer by providing written notice within fifteen (15) days after receiving conversion Supplier's notice.

**5. Inventory Provided by Buyer:** In the event Supplier, in its sole discretion, agrees to accept any products or materials from Buyer as Stored Inventory ("**Buyer Property**"), Buyer agrees to provide Supplier with a Bill of Lading for receipt of Buyer Products into a Supplier Facility that includes the following critical information: Buyer's name, item number, description, packaging and pack size, number of units per carton, total quantity of units and total items received, and price per unit of measure. Any Buyer Property may be refused by Supplier if the above information is not provided in advance of delivery to the Supplier Facility or if the Bill of Lading is inaccurate. Supplier reserves the right to assess an additional fee for Buyer Property held pending receipt of a complete and accurate Bill of Lading.

**6. Inventory Purchased from Third Party:** In the event Supplier, in its sole discretion, purchases any products or materials from Buyer as part of Buyer's transition from another provider to Supplier ("**Buyout Property**"), the parties shall mutually agree upon the price to be paid by Supplier for all Buyout Property ("**Buyout Price**") after physical verification of the Buyout Property and entry into Supplier's inventory management database. Supplier shall issue to Buyer a credit memo ("**Credit Memo**") in an amount equal to the Buyout Price. The Credit Memo may only be used for the repurchase of the Buyout Property from Supplier and has no cash value. Buyer shall subsequently purchase the Buyout Property from Supplier as Supplier releases and ships the Buyout Property to Buyer using the Credit Memo. Under no circumstances may Buyer purchase the Buyout Property via credit card. In any event, all Buyout Property shall be purchased by Buyer within six (6) months of being placed into a Supplier Facility. Buyer expressly acknowledges and agrees that purchases of any and all Buyout Property from Supplier shall be on an "AS IS" and "WHERE IS" basis with no warranties whatsoever. Supplier shall not be liable for any defects in the Buyout Property. Buyer shall pay Supplier all Storage Fees for the Buyout Property.

**7. Inactive Inventory Disposition:** If the Storage Period for the Stored Inventory has expired or Supplier reasonably determines that the Stored Inventory is no longer active (e.g., no, minor, or relatively slow sales or related activities) and, in any event, upon expiration or termination of this Addendum or the applicable SOW (collectively, "**Inactive Inventory**"), Supplier will use commercially reasonable efforts to notify Buyer of any such determination. Within five (5) business days after the date of Supplier's notice, Buyer shall notify Supplier in writing of its election to have the Inactive Inventory either (a) shipped to Buyer or (b) destroyed by Supplier. If Buyer fails to provide such notice in a timely manner, Supplier may select one or a combination of the foregoing options or otherwise dispose of the Inactive Inventory and charge Buyer for the Storage Fees and other charges related to the Stored Inventory. Buyer agrees to pay all amounts due under this Addendum (including without limitation, prepaying costs to ship or destroy Inactive Inventory) within fifteen (15) days after the date of the applicable invoice therefor. Notwithstanding anything in this Addendum to the contrary, Buyer shall be liable for all costs and expenses related thereto, including without limitation, all Storage Fees, shipment and/or destruction of Inactive Inventory and other costs, fees and expenses relating to shipment (whether to or from Buyer or otherwise), warehousing, storage, inventory, destruction, resale, disposal, enforcement of and collection under this Addendum, including reasonable attorneys' fees, and no action taken by Supplier pursuant to this Addendum shall release Buyer from the liability and obligation to pay all amounts due hereunder. Buyer hereby authorizes Supplier to issue invoices, at its sole discretion, for all such Storage Fees and other costs specified above.

## **ADDENDUM 2 SOS PRODUCTS**

Buyer may, from time to time, purchase medical grade and non-medical grade (general use) products ("SOS Products") and services provided by Supplier in connection with any SOS Products and/or Buyer Materials ("Services"). The provisions of this Addendum 2 apply to the purchase of any SOS Products and Services and any safety-related Buyer Materials provided by Buyer, or a third-party vendor at the direction of Buyer, to Supplier. The defined term "SOS Products" also includes, for example and not limited to, the following: (a) Face Coverings such as face masks, face shields, and goggles; (b) Sanitizers and Disinfectants such as antiseptic wipes, hand sanitizers, hand wipes, and other cleaning supplies and agents; (c) Protective apparel and accessories such as gloves, aprons, disposable and reusable wearables; and (d) Other products of a similar nature and function provided by Supplier from time to time pursuant to an Order.

1. Orders remain subject to performance by Supplier's vendors, service providers, and government authorities, as well as Supplier's manufacturing and fulfillment capacity. If Supplier is unable to fulfill an Order within thirty (30) days of acceptance, Buyer (or its customer, as the case may be) will have the option to (a) have Supplier issue a refund of any deposit or pre-payment; or (b) stay in queue for subsequently produced or arriving SOS Products and Services. Notwithstanding the foregoing, in the event an Order is amended at any time after Supplier's acceptance of such Order, Buyer (or its customer) will pay for all components (including raw materials and blank goods) of the SOS Products and Services which Supplier paid for or procured, and the pro rata portion of the SOS Products and Services prior to Supplier receiving and processing the cancellation or amendment of the Order.

2. Supplier represents and warrants that Supplier will convey good title to tangible deliverables. Supplier disclaims all other warranties, express or implied, including warranties of merchantability, fitness for intended purpose, use, and non-infringement, all of which are expressly disclaimed.

3. Buyer represents, warrants and covenants that: (a) Buyer is aware of the fact that non-medical, general use SOS Products are not intended for medical purposes and uses and that the non-medical, general use SOS Products may not have been warehoused or otherwise stored or packaged in a facility certified to store medical devices; (b) Buyer has independently determined that the SOS Products and Services meet Buyer's needs, including, but not limited to the intended use of the SOS Products by Buyer or Buyer's customers, as solely determined by Buyer; (c) Buyer has and will continue to comply with all applicable laws, rules, and regulations, including, but not limited to its use and further distribution of the SOS Products and Services; (d) Buyer has NOT relied on Supplier for Buyer's compliance with any laws applicable to Buyer, its customers, or the SOS Products. Buyer will indemnify, defend, and hold Supplier harmless from any claims arising from any breach or alleged breach of this provision as well as any use of the SOS Products by Buyer or third parties as well as Buyer's (or third parties') inability to use the SOS Products.

4. In the event of any failure by Supplier to perform the material terms of an Order, Supplier's exclusive obligation shall be the refund of any payments made by Buyer or a third party for any non-conforming SOS Products.

5. BUYER WILL INDEMNIFY AND DEFEND SUPPLIER IN ANY CLAIM, FOR DAMAGES CAUSED BY OR ASSOCIATED WITH THE SOURCING, REPACKAGING, KITTING, OR SELLING OF THE SOS PRODUCTS AND SERVICES AND/OR THE BUYER MATERIALS.

6. The terms and conditions contained in this Addendum 2 will control with respect to SOS Products and Services in the event of a conflict with any other terms and conditions in this Agreement.

**ADDENDUM 3**  
**RETAIL BRANDS**

- American Apparel
- Arctic Zone
- BELLA+CANVAS
- Bose
- Brooks Brothers
- CamelBak
- Carhartt
- Champion
- ChicoBag
- Columbia
- Cotopaxi
- Cross
- Cutter & Buck
- Dickies
- Eddie Bauer
- Field & Co.
- Fruit of the Loom
- Gildan
- Hanes
- High Sierra
- Hydro Flask
- Igloo
- Jerzees
- JournalBooks
- Klean Kanteen
- Marmot
- Nautica
- New Era
- Next Level Apparel
- Nike
- Nimble
- North End
- OGIO
- Puma Golf
- Rocketbook
- Russell Outdoors
- Skullcandy
- Spyder
- Swannies Golf
- The North Face
- Travis Mathew
- Under Armour